

THIS AGREEMENT made and entered into this day of *May 16th*, 1972, effective January 1, 1972 by and between the CITY OF JERSEY CITY, hereinafter known and designated as the "CITY" and the JERSEY CITY POLICE OFFICER'S BENEVOLENT ASSN., INC., hereinafter known and designated as the "ASSOCIATION", on behalf of all Policemen below the rank of sergeant in the Jersey City Police Department, hereinafter known and designated as "EMPLOYEES".

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Association to the end that continous and efficient service will be rendered to and by both parties, for the benefit of both:

NOW, THEREFORE, it is agrees as follows:

ARTICLE I

ASSOCIATION RECOGNITION

Section 1. The City hereby recognizes the Association as the sole and exclusive representative of all Patrolmen, Detectives, and Policewomen, covered under this agreement for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

Section 2. The title "POLICEMEN" shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE II

MAINTENANCE OF STANDARDS

Section 1. All conditions of employment relating to wages, hours of work, and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved wherever specific provisions for improvement are made in this agreement.

ARTICLE III

ASSOCIATION REPRESENTATIVES AND MEMBERS

Section 1. Authorized representatives of the Association, not to exceed three (3), shall be permitted to visit the Police Headquarters, sub-stations or the Office of the Police Director for the purposes of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Unit Commander, or in his absence his authorized representative. The Association representatives shall not interfere with the normal conduct of work within the Police Department.

Section 2. The President of the Association, or in his absence, his authorized representative, shall be assigned to Special Duty, and except in emergencies, shall be entitled to devote full time to administering and enforcing the provisions of this agreement.

Section 3. During the negotiations the Association Representatives, so authorized by the Association, not to exceed

five (5), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

Section 4. Employees who are elected officers, not to exceed thirteen (13), shall be granted time off to attend State P. B. A. conventions.

Section 5. Two (2) members of Association shall be granted time off to attend State Meetings and State Legislative Sessions.

Section 6. Elected officers and Unit Delegates not to exceed twenty-five (25), shall be granted time off to attend local meetings and caucuses provided divisional operations are not impeded by the granting of such request.

ARTICLE IV

RETENTION OF CIVIL RIGHTS

Section 1. Employees shall retain all civil rights under the New Jersey State law.

ARTICLE V

RETIREMENT

Section 1. Employees shall retain all pension rights under New Jersey law and ordinances of the City of Jersey City.

ARTICLE VI

EXTRA CONTRACT AGREEMENTS

Section 1. The City agrees not to enter into any other agreement or contract with its employees, as defined in Article I,

Section 1, covered by this Agreement, individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE VII

LEAVE OF ABSENCE

Section 1. A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld. The Police Director and the Business Administrator must approve the request for the leave.

ARTICLE VIII

DUES CHECK OFF

Section 1. The City agrees to deduct Association dues upon receipt of written authorization from the employees, and once a month shall remit the monies collected for this purpose to the Financial Secretary of the Association. Dues shall be deducted from the first pay period of each month.

ARTICLE IX

MANAGEMENT RIGHTS

Section 1. The Police Department shall have control of its operation and shall not be interfered with by the Association in the operations or requirements of its facilities. Nothing herein shall affect the Police Department in directing the work force.

Section 2. The City shall not discharge nor discriminate in any way against any employee for Association activities or

Association membership as long as this activity does not in any way disrupt the normal operations of the Police Department.

Section 3. The rights of both the City and Employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

ARTICLE X

ASSOCIATION NOTIFICATION

Section 1. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE XI

WORK WEEK, OVERTIME

Section 1. The normal work day shall be eight (8) hours in a work week which shall be the Twenty-two (22) Section Schedule, for employees working around the clock, and steady evening or night tours. Selection of steady tours shall be made on a seniority basis.

Section 2. If an employee is recalled to duty he shall receive a minimum guarantee of four (4) hours pay to be computed at straight time rates based on the average hourly rate for a forty-hour week.

Section 3. If an employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at straight time rates.

Section 4. If an employee is required to work longer than his eight (8) hour tour of duty, he shall receive overtime at straight time rates.

Section 5. The City shall pay all employees for appearances in Municipal Court, County and Superior Court, Juvenile Court, Grand Jury and A.B.C. proceedings, on their own time, at straight time rates for each appearance. Employees shall submit in writing all time spent in court to unit commanders.

Section 6. In computing overtime any fraction or part of any hour shall constitute a full hour.

Section 7. Overtime worked from January 1 to April 30 shall be paid in the first pay period in June. Overtime worked from May 1 to October 31, shall be paid in the first pay period in December. Overtime worked from November 1 to December 31, shall be paid in the first pay period in February, 1972. When feasible, overtime shall be paid every pay day.

ARTICLE XII

VACATIONS

Section 1. Annual vacation shall be granted strictly in accordance with seniority at each location.

Section 2. The vacation period shall commence January 1st and continue until December 31st of each year. The vacation allowances shall be as follows:

Up to the end of first calendar year - 1 work day each month

One year to end of five years - 25 work days

After five years - 30 work days

Section 3. All employees shall receive at least 15 days of their respective vacations during the period from June 15th to September 15th of each year, if requested. The employer may require the balance of the vacation to be taken or after September 15th. before June 15th. Employees may take their remaining vacation days so as to have ten (10) of said days consecutively and, if entitled, the remaining five (5) days consecutively.

Section 4. Employees shall not be subject to recall on days off immediately prior, or upon return from vacation, unless all vacations are canceled because of an emergency.

Section 5. Vacation for the year in which an employee retires shall be as follows:

Actively employed from January 31 to June 30	- 15 working days
Actively employed any time after June 30	- full vacation

ARTICLE XIII

INJURED, SICK LEAVE

Section 1. If an employee is incapacitated and unable to work because of an injury sustained in the performance of his police duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties. Such leave not to exceed one (1) year and shall be determined by the Director of the Division of Medical Services and the Police Director. Such leave shall not be arbitrarily or unreasonably withheld.

Section 2. Employees shall be granted sick leave without loss of pay, whenever they are unable to work for reasons

of health, up to one (1) year for each illness, pursuant to N.J.R.S. 40:11-9, and such leave shall be determined by the Director of the Division of Medical Services and the Police Director. Such leave shall not be arbitrarily or unreasonably withheld.

ARTICLE XIV

INSURANCE, HEALTH AND WELFARE

Section 1. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, including false arrest insurance of \$100,000. per man and \$300,000. per incident.

Section 2. The City shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in performance of duty, or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against said employees from such claims.

Section 3. Life Insurance. The City will provide insurance in the amount of \$2,500. and Accidental Death and Dismemberment Insurance in the amount of \$2,500. for each employee, and it is the intention of the City to provide employees with \$1,500. life insurance policy upon regular retirement, provided this is not in conflict with State law.

Section 4. The City shall provide Insurance coverage on employees and their personal vehicles when said vehicles are used on recalls or when used otherwise in the scope of employment.

Section 5. Hospitalization. The employees shall

receive fully paid Blue Cross, Blue Shield with Rider "J" and Major Medical, to cover themselves and their dependents.

ARTICLE XIV A

When funds are available the Business Administrator agrees to designate two people, and the Union agrees to designate two people who shall constitute a tuition reimbursement committee. This committee shall be charged with establishing equitable criteria for the administration of the program.

All courses taken must be applicable toward a degree in their profession and passing grades are required for tuition reimbursement consideration.

ARTICLE XV

EXCHANGE OR DAYS OFF

Section 1. The Police Department may grant the request of any member of the department to exchange hours, duty or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all employees who make this request. Such request shall not be unreasonably or arbitrarily denied.

ARTICLE XVI

HOLIDAYS

Section 1. All employees, in addition to their regular wages, shall receive ten (10) holidays, and eight (8) of which will be given as compensatory days off, and two (2) of which shall be paid in cash at straight time rates, during the month of December. All

compensatory days shall be credited to employees on January 1, 1971. Request for compensatory days off shall not be unreasonably or arbitrarily denied. Unused compensatory time shall accumulate from year to year and shall be granted prior to retirement.

ARTICLE XVII

CLOTHING ALLOWANCE

Section 1. Employees shall be given the sum of Three hundred dollars (\$300.00) clothing allowance per year: \$150.00 on January 1st and \$150.00 on July 1st.

ARTICLE XVIII

TERMINAL LEAVE

Section 1. Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any compensatory time off and vacation time due which is owed to the retiring employee. Terminal leave shall not count toward vacation in the final year of employment.

ARTICLE XIX

FUNERAL LEAVE

Section 1. A death in an employee's immediate family shall not be charged against his compensatory days. Time off shall be given from the day of death until and including the day after the funeral, not to exceed five days.

Section 2. Immediate family shall be defined as follows: Mother, father, son, daughter, sister, brother, husband, wife, son-in-

law, daughter-in-law, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, and brother-in-law.

ARTICLE XX

MILITARY LEAVE

Section 1. Any employee called into Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

Section 2. When any military compensation of any employee (covered by this agreement) is less than his salary, the additional amount is to be provided by the City, as per City resolution.

Section 3. Employees who are presently subject to existing reserve requirements of United States or State Armed Forces or Reserves, shall be covered by the military compensation agreements stated in Sections 1 and 2. This provision shall not apply to any employee who was hired after January 1st, 1970.

ARTICLE XXI

BULLETIN BOARD

Section 1. The City shall permit the installation of bulletin boards, at the expense of the Association, but the Police Director shall determine the exact locations and sizes of the boards to be installed.

ARTICLE XXII

GRIEVANCE PROCEDURES

Section 1. The purpose of the grievance procedure

shall be to settle all grievances between the City and the Association and Employees as quickly as possible, so as to insure efficiency and promote employees' morale.

A grievance is defined as any disagreement between the City and the employees, or the Association, involving the interpretation, application, or violation of policies, agreements and the administrative decisions affecting them.

All grievances shall be processed as follows:

1. They shall be discussed with the employee(s) involved and the Association representatives with the immediate supervisor designated by the City. The answer shall be made within five (5) calendar days by such immediate supervisor, to the Association.
2. If the grievances are not settled through Step 1, the same shall be reduced to writing by the Association and submitted to the Head of the Inspection District, or any person designated by him, and the answer to such grievances shall be made in writing, with a copy to the Association, within five (5) days of their submission.
3. If the grievances are not settled by Steps 1 and 2, then the Association shall have the right to submit such grievances to the Police Chief and the Police Director. A written answer to said grievances shall be served upon the individual and the Grievance Committee within seven (7) calendar days after submission.
4. If the grievances are not settled through Steps 1, 2 and 3, then the aggrieved shall have the right to pursue

all legal remedies afforded by provisions of the Civil Service Act, provided Civil Service will take jurisdiction and decide the issue on the merits.

5. If the grievances are not settled by Steps 1, 2 and 3, and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, as stated in Section 4 hereof, then the Association shall have the right to submit such grievances to an arbitrator appointed by PERC. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne by the City and the Association equally.

6. The Association President, or his authorized representative, may report an impending grievance to the Police Director in an effort to forestall its occurrence.

Section 2. The Association agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Police Department.

Section 3. Nothing herein shall prevent any employees from processing his own grievance provided the Grievance Committee may be present at such hearings, and provided further that no settlement with any such employee shall violate this Agreement.

ARTICLE XXIII

ASSIGNMENTS - REPORTING TIME

Section 1. Whenever assignments and reporting times are changed, patrolmen and detectives should be notified at least 24 hours ahead of time where possible.

ARTICLE XXIII A

WALKIE-TALKIES

Section 1. Every patrolman shall be equipped with a walkie-talkie radio when assigned or detailed to foot patrol, if available.

ARTICLE XXIII B

HAND GUNS

Section 1. The City agrees to make optional as part of police equipment, the carrying of Smith and Wesson Model #39 9mm automatic hand gun. Before any officer is allowed to carry this weapon, he must prove to be proficient in its use by the Range Officer.

ARTICLE XXIV

LABOR AND PUBLIC RELATIONS DIVISION

Section 1. It is mutually agreed between the parties hereto that a Labor and Public Relations Division shall be established and manned by members of the Association subject to reasonable regulation by the Police Director or his duly authorized representative when and if funds are available it shall be used for this purpose.

ARTICLE XXV

SAFETY AND HEALTH COMMITTEE

Section 1. The City hereby agrees to meet with the safety and health committee of the Association for the purpose of maintaining the highest safety and health conditions possible.

ARTICLE XXVI

CHANGES, SUPPLEMENTS OR ALTERATIONS

Section 1. Any provision of this agreement may be

changed, supplemented or altered, provided both parties mutually agree.

ARTICLE XXVII

QUALIFICATION OF EMPLOYMENT

Section 1. All standards presently in effect for entrance to the position of Patrolman shall be maintained.

ARTICLE XXVIII

COMMENDATIONS AND HONORABLE MENTIONS

Section 1. Compensatory time for the following awards shall be granted: For Honorable Mention, two (2) days, and for commendation, one (1) day.

ARTICLE XXIX

SPECIAL TRAINING

Section 1. Special training shall be scheduled during working hours whenever practical.

ARTICLE XXX

If funds become available for additional salary increases and/or other benefits during the life of this contract, such increases and/or benefits may be negotiated and included in this contract by agreement of both parties.

ARTICLE XXXI

RADIO CAR REQUIREMENTS

Section 1. The City agrees to assign two (2) employees to Radio Cars between the hours of 4:00 P.M. and 8:00 A.M., except in an emergency.

ARTICLE XXXII

TRANSPORTATION OF MENTAL PATIENTS

Section 1. Mental Patients shall be transported in an ambulance.

ARTICLE XXXIII

UNSAFE VEHICLES AND FUTURE PURCHASES

Section 1. The City shall repair unsafe vehicles immediately, or remove said vehicles from service.

Section 2. All future Radio Car purchases shall be equipped with air conditioning and power steering, budget permitting. These Radio cars shall be assigned to the patrol force.

ARTICLE XXXIV

UNIFORM INSPECTION

Section 1. Annual uniform inspections shall be eliminated and in its place the Unit Commander or his Designee shall carry out these inspections at roll call.

ARTICLE XXXV

WAGES

The salaries of Patrolmen, Policewomen and Detectives for the years 1972 and 1973 shall be as follows:

		1/1/72	5/1/72	9/1/72	1/1/73	4/28/73
Patrolman	1st Yr.	\$10,345	\$10,645	\$10,945	\$11,345	\$11,745
Policewoman	1st Yr.	\$10,345	\$10,645	\$10,945	\$11,345	\$11,745
Patrolman	2nd Yr.	\$10,578	\$10,878	\$11,178	\$11,578	\$11,978
Policewoman	2nd Yr.	\$10,578	\$10,878	\$11,178	\$11,578	\$11,978
Patrolman	3rd Yr.	\$10,812	\$11,112	\$11,412	\$11,812	\$12,212
Policewoman	3rd Yr.	\$10,812	\$11,112	\$11,412	\$11,812	\$12,212
Detective		\$11,863	\$12,163	\$12,463	\$12,863	\$13,263

LONGEVITY PAYMENTS

Years of Service

From 5 years up to 10 years	\$200.
From 10 years up to 15 years	\$400.
From 15 years up to 20 years	\$600.
20 years and over	\$800.

ARTICLE XXXVI

SAVING CLAUSE

Section 1. If any provision of this contract is found invalid by legislation or by a Court or administrative agency of competent authority, it shall be deleted from the contract and the remainder of the contract shall remain intact. If the above should occur, the parties will meet immediately to negotiate a new provision in place of the invalid provision.

Section 2. The benefits in this contract shall apply only to those employees who are on the payroll at the time this contract is signed by all parties. Employees hired after this contract is signed shall also receive the benefits provided in this agreement.

ARTICLE XXXVII

COLLECTIVE BARGAINING CONTRACT CLAUSES

Section 1. The City agrees that the individual collective bargaining rights of represented groups should continue

unimpaired, and clauses to the contrary now contained in any collective bargaining agreements shall terminate upon the expiration date of such contracts.

ARTICLE XXXVIII

DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of January 1, 1972 and shall terminate on December 31, 1973.

Section 2. Bargaining for the succeeding contract shall commence on or about August 1, 1973. In the event no agreement is reached between the parties by November 1, 1973, it is hereby agreed that an impasse shall have been reached and at that time the parties agree to mediation and fact finding pursuant to N.J.S.A. 34:13A-1, et seq. If an agreement is still not reached following mediation and fact finding, the parties agree to submit their issues to an arbitrator whose decision on the terms of the collective bargaining contract shall be binding upon the parties. Said Arbitrator shall be selected from a panel referred to the parties by the New Jersey State Board of Mediation.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year

first above written.

APPROVED AS TO LEGAL FORM

Samuel C. Scott
SAMUEL C. SCOTT

CORPORATION COUNSEL

Raymond A. Reed
PERSONNEL DIRECTOR

ATTEST

CITY OF JERSEY CITY

William J. ...
BUSINESS ADMINISTRATOR

JERSEY CITY POLICE OFFICER'S
BENEVOLENT ASSN., INC.

James S. ...
George Thornton, Sec.